



COMPETITIVE PROCUREMENT FOR:

**Commonwealth's Attorney
Criminal Case Management System**

REFERENCE:

Request for Proposals (RFP) No. IT002

SOLICITING/CONTRACTING ENTITY:

The City of Fredericksburg, Virginia

SOLE CONTACT POINT FOR QUESTIONS:

Suzanne Tills, Chief Information Officer

City of Fredericksburg

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SOLE CONTACT POINT FOR SUBMISSIONS:

City Manager's Office

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Mailing Address: P.O. Box 7447, Fredericksburg, VA 22404-7447

Important dates:

<u>Event:</u>	<u>Date:</u>
RFP Release Date	10/01/2014
Deadline for proposers to submit questions	10/08/2014 Noon EST
Deadline for the City's official response to questions	10/13/2014
Proposals Due	10/29/2014 4 pm EST
Anticipated notification of contract award	11/07/2014

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1. Introduction and Purpose

The Commonwealth's Attorney is an independent legal entity under the Constitution of Virginia (i.e. a constitutional officer). She is responsible for prosecuting violations of criminal law in Fredericksburg. She is not responsible for the city government's civil matters.

The purpose of this RFP is to solicit proposals from firms qualified to provide a criminal case management system for use by the Commonwealth's Attorney's office. The office has 16 people that will be using the system.

Although the Commonwealth's Attorney is independent from the City of Fredericksburg, the City provides some services for the Commonwealth's Attorney, including Information Technology services. The requested system will be used by the Commonwealth's Attorney, but owned and supported by the City, and hosted on a City server.

This procurement is therefore being conducted (and any contract will be awarded) by the City, but with the Commonwealth's Attorney as the primary evaluator of proposals. The procurement will be conducted in accordance with the competitive negotiation procedures of the City's procurement policy. The RFP also states the terms under which the City may contract with the successful proposer to provide this system.

Definitions:

- **Proposer** means any person or entity that submits a proposal in response to this RFP.
- **Contractor** means a Proposer whose proposal is accepted by the City.
- **City** means the City of Fredericksburg, Virginia, a municipal corporation (the local government).
- **Commonwealth's Attorney** means the Commonwealth's Attorney of the city of Fredericksburg, Virginia.

2. Proposer Eligibility Requirements

A. Qualifications and Experience

Proposers must have extensive knowledge of criminal case management systems. Proposers must be commercial entities with an established record of working on case management for prosecutors' offices.

B. Prime Contractor

A Proposer must assume responsibility as prime contractor for this contract. Consortiums, joint ventures, or teams submitting proposals, although encouraged, must establish that all contractual responsibility rests solely with one legal entity, which cannot be a subsidiary or affiliate with limited resources.

Subcontracting is only permitted with the City's advance written permission. Identify all proposed subcontractors in your proposal.

C. Authorized to Conduct Business in Virginia

Proposers must be authorized to do business in Virginia, and registered with the Virginia State Corporation Commission.

D. Non-Discrimination

The City does not discriminate against proposers based on race, religion, color, sex, national origin, age, disability, or faith-based organization status.

3. Scope of Work

The City seeks a criminal case management system for the Commonwealth's Attorney, including installation, configuration, training, maintenance, and conversion to the new system.

A. System Requirements

Please respond fully to each item listed on [Attachment C, Criminal Case Management System Requirements](#). Omissions and incomplete answers will be deemed non-responsive. The ratings in the 'desirability' column reflect the level of importance to the Commonwealth's Attorney and City. The desirability ratings are:

"A" – Required

"B" – Very Desirable

"C" – Desirable

The attachment has a response column, a comment column, and an extra cost column. Proposers must provide a response for all requirements using the key provided. Additional descriptive responses are encouraged.

Response column:

Y= Yes

The current production release of the software provides this feature without modification.

N= No

This feature is not provided or planned.

Y/M = Modification at no cost

The system could be modified to provide this capability at no additional cost to the City.

M=Modification

The system could be modified to provide this capability. Please estimate the additional cost to the City in the 'extra cost column.'

F=Future Release

This feature is planned for inclusion in a scheduled future release.

Please estimate the additional cost to the City in the 'extra cost column'. Please provide estimated release date.

Code Index:

Y =Yes

M =Modification at a cost

N =No

F =Future Release

Y/M =Modification at no cost

B. VCAIS Data Conversion

VCAIS is the criminal case management system currently used, and that is used in many of Virginia's Commonwealth Attorney offices. It is an IBM Lotus Notes application, and uses various tables to store case information. Support for this system is scheduled to end soon, and therefore your proposal must provide for conversion of our data from VCAIS to the new system.

Details: VCAIS separates case information into open, closed, and archived tables. The full case information is stored in these tables: cases, charges, witnesses, case parties, events, offenses, and office professionals.

Please contact the City if you need more details about our data conversion needs.

C. Training

List all training (required and optional) for staff to be able to use, support, and maintain the system. For each training session, list the topic, time, and personnel who should attend. Try to minimize our travel costs by offering training sessions in the Commonwealth's Attorney's office.

D. Technical Support

Include a plan for providing 24x7x365 support in accordance with paragraph AA, System Support and Maintenance. Contractor-provided remote accesses/diagnostic software should permit the Contractor's support personnel to access and diagnose most problems. List the annual cost for basic maintenance and support services, and note additional on-site or after-hours service costs separately. Provide a complete list of services and response times for help calls of varying priority. Please identify your office closest to us.

4. Instructions to Proposers

All proposals must be received by 4:00pm on the date specified on this RFP's cover page, at the location specified on the cover page. Any proposal received after this time will not be considered. It is the proposer's responsibility to have their proposal in on time and at the correct place. Federal Express and other overnight delivery services may not guarantee morning delivery to Fredericksburg, VA. Next day delivery usually arrives in mid-to-late afternoon.

1. The proposal must be in a sealed envelope clearly marked in the lower left corner: "Sealed Proposal, RFP# IT002." The envelope must clearly indicate the full legal name, address, telephone number, and email address of the proposer (company, firm, partnership, or individual). Proposals not so marked and sealed will be returned to the proposer and will not be considered.

2. Submit one paper version and one electronic version in Adobe PDF format. The electronic version must be sealed in the same envelope with the paper version.
3. Submit proposals on standard 8.5 x 11-inch paper. Each page must be clearly and consecutively numbered on each page.
4. The original proposal must be signed by an official authorized to legally bind the proposer to its provisions. The signature must appear above the typed or printed name and title of the individual signing, and include a statement that the proposal is valid for at least 180 days from the proposal date.
5. All records pertaining to this procurement are open to inspection by the public under the Virginia Freedom of Information Act unless specifically exempted under Virginia Code § 2.2-4342. If you want portions of your proposal to be confidential, you must comply with § 2.2-4342(F), which requires that you (i) specifically invoke the protections of § 2.2-4342(F) before or upon submission of the data, (ii) identify the specific data to be protected, and (iii) state the reasons why protection is necessary. You cannot mark pricing information as confidential. If the City cannot tell which specific parts of the proposal are marked as confidential, if the entire proposal is marked as confidential, or if you do not completely comply with § 2.2-4342(F) the entire proposal is public information, and the City will share it with anyone who asks.
6. The legal terms attached to this request are the terms that will govern any contract resulting from the request. You may propose edits to these terms and propose specific additional terms, but you must not attach your own set of standard terms or other documents containing terms that contradict or restate the City's terms.
7. The Commonwealth's Attorney and City may request clarification of submitted information and request additional information.
8. Any proposal may be withdrawn up until the time set for the opening of the proposal.
9. Any questions must be directed to the contact person listed on this RFP's cover page. A written addendum signed by that person and posted at www.fredericksburgva.gov/Bids.aspx is the only means by which the City will issue official clarifications and information to this RFP. You are responsible for checking for addenda regularly. You may sign up for automatic notifications at: www.fredericksburgva.gov/list.aspx?Mode=Subscribe#bids.

5. Proposal Conditions

A. Binding Offer

Proposals are binding offers. If the City accepts a proposal, the proposer is bound to the terms of the contract.

B. Contingencies

This program is contingent on available funding. The City may award multiple contracts or no contract. The City may negotiate with proposers and ask proposers to revise aspects of their proposals.

C. Incurred Costs

The City is not responsible for any costs incurred in preparing a proposal.

D. Inaccuracies or Misrepresentations

If the City determines that a proposer has made a material misstatement or misrepresentation, the City may eliminate the proposer from the RFP process.

E. Audit

By submitting a proposal in response to this RFP, a proposer grants the City permission to audit the proposer's financial and other records as they may relate to this procurement.

F. Rights to Materials

The City owns all information submitted to it in proposals under this RFP.

6. Proposal Format

Proposals must be submitted in this format:

- A. Cover Page: a letter on letterhead stationery containing:
 - 1. A statement that the proposal is submitted in response to RFP#IT002.
 - 2. A statement indicating which individual (include name, title, address, phone number, and email address) is authorized to negotiate and contract with the City on behalf of the organization.
 - 3. The signature of the person listed in #2.
- B. Table of Contents: a complete table of contents for the entire proposal with respective page numbers opposite each topic.
- C. Proposal Description: a detailed description of the proposal being made.
 - 1. Address all items in the scope of work.
 - 2. Include:
 - a. A brief synopsis of your understanding of the Commonwealth's Attorney and City's needs and how you plan to meet those needs. This must provide the Commonwealth's Attorney and City with a broad understanding of the entire proposal;
 - b. Itemized costs for each aspect of the scope of work. Be as detailed as you can.
 - c. A narrative description of the proposed plan;
 - d. A detailed project schedule;
 - e. Explanation of any assumptions and constraints; and
 - f. Identification of any additional services proposed.
- D. Statement of Experience

1. State proposer's full legal name (e.g. Fiber Company, LLC).
 2. State proposer's place of incorporation.
 3. State proposer's federal tax identification number.
 4. State the number of years proposer has been in business under its current name, previous business names, and a short history of the organization.
 5. State that the proposer has the capacity to meet the scope of work. Include an executive summary highlighting the qualifications of the proposer.
 6. List any applicable licenses or permits currently held and indicate ability to obtain any additional licenses or permits that may be required.
 7. State that the proposer is adequately staffed and trained to perform the required work.
 8. Describe the size and location of the specific office that will be serving the Commonwealth's Attorney and City.
 9. Describe the personnel that will be serving the Commonwealth's Attorney and City, including names, qualifications, experience, and employment status (permanent or temporary, full-time or part-time).
 10. For every contract proposer has from the past three years (including ongoing contracts) for similar work, list (Virginia contracts first):
 - a. Date of completion and duration of the contract;
 - b. Type of work;
 - c. Total dollar amount contracted for and amount received;
 - d. Location of area served; and
 - e. Name, address and contact information of agency with which contracted.
 11. If any of those contracts were terminated before the original termination date, state the date of termination and reason for termination. If none were terminated, state this.
 12. List all controlling interests in any other firms providing similar products or services, and financial interest in other lines of business. If none, state that you have none.
- E. Subcontractor Information: describe all proposed subcontracting activities. Includes the full legal name and address of all subcontractors, the type of work to be performed, and the percentage of the total work they will perform.
- F. Insurance: submit evidence of ability to obtain insurance in the amounts and coverages required by the legal terms of the contract.
- G. Cost Information: You must list **ALL** costs to the City in your proposal. The City will not pay any costs not specifically listed and adequately described.

Your proposal must be a fixed-price proposal. List all costs for hardware, software, maintenance, implementation, training, conversion and any other costs on [Cost Worksheet, Attachment B](#), with an addendum if needed. Clearly state whether license costs are per user or otherwise. List any additional costs for optional features on [Attachment C, Criminal Case Management System Requirements](#).

All costs must be expressed in total cost to the City. One-time charges such as training, conversion, or software modification charges must be detailed as one-time costs. Maintenance charges should be expressed as annual charges and must not increase by more than the annual Consumer Price Index (CPI) for the Washington-Baltimore area. Any additional charges above the annual maintenance costs should be listed in detail.

Project hardware and networking to be adequate for the City's needs for five years. Estimate the cost to upgrade at that time. If upgrades are required before five years, so state.

All charges must be disclosed by line item and listed as 'first year' costs, 'one time' costs, or both.

Identify all software maintenance fees.

- H. Software License Agreements: list all license agreements and fees that are required for any proposed software to be totally functional.
- I. Software Protection:
Your proposal must include one of these options to protect the City:
 - A. Supply a copy of software source code (including any future updates) to the City.
 - B. Arrange for the software (including any future updates) to be held in escrow, with the City having full rights to the code if the software supplier no longer supports the software.Specify which of these options you choose.
- J. References: give at least three references for whom you have provided services similar to those requested here. For each, describe the services provided, state the number of years you have provided those services, and provide the name, title, and phone number of a contact person for the organization.
- K. Additional Requirements:
 - 1. Describe any exceptions to the City's requirements or clarifications to the requirements.
 - 2. State the case name and number, court, and give a general summary of any litigation pending or judgment rendered within the past 5 years against proposer or any of its previous legal entities.
 - 3. State whether the proposer or any of its officers or managers (i) is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal, state, or local agency, (ii) has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 5 years, (iii) has a proposed debarment pending, or (iv) has been indicted, convicted, or has a civil judgment rendered against it involving fraud or misconduct with the past 5 years.
 - 4. List any pending litigation in which proposer or any of its officers or managers is a named party.

7. Proposal Evaluation & Selection

- 1. *Initial Review*: all proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a) The proposal must be complete, in the required format, and in compliance with all the requirements of this RFP.
 - b) The proposal must meet the requirements of the scope of work.

2. The Commonwealth's Attorney, in consultation with the City, will then use the following criteria to review and evaluate proposals:

EVALUATION MATRIX		
Category	Description	Awardable Points
A	Conformance of the proposed solution to the scope of work.	0-35
B	Quality and ease-of-use of the proposed solution.	0-25
C	Suitability of the proposer to provide the solution (experience and qualifications)	0-20
D	Total proposed cost	0-20
Total		100

3. The Commonwealth's Attorney and City may ask additional questions of proposers, request a web demonstration, or negotiate over the proposals.
4. The City may then award a contract, multiple contracts, or no contract, based on the preference of the Commonwealth's Attorney.

The City may accept or reject any or all proposals, waive irregularities and technicalities, and request resubmission or additional information. The Commonwealth's Attorney is the sole judge of suitability of the proposals for her office, and the City is the sole judge of whether the City can support the proposed system.

The City's decision is final.

Attachment A. Terms

A. Authorization to do Business in Virginia

Contractor is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Contractor shall not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this contract.

B. Relation to City

Contractor is an independent contractor of the City. This contract does not create an employment relationship between the City and Contractor or any of its employees.

C. Modifications

This contract consists of the Request for Proposals issued by the City (including these terms), the winning Proposal, the Notice of Award issued by the City, and any written change orders approved by the City. Modifications to this contract can only be authorized by approved written change order. Contractor must submit requests for change orders to the City. The City will respond to requests promptly, in writing.

D. Payments

The payment schedule for the contract is as follows:

- 20% due upon contract signing.
- 20% due upon system installation.
- 20% due upon the completion of training.
- 20% due upon system acceptance (see [Section Y, Acceptance Testing of System](#))
- 10% of the Contract Sum due when System is in Live Production
- 10% of the Contract Sum due 30 days after date of Live Production

Contractor shall submit invoices for all amounts due, with supporting documentation. Payment is due within 30 days of the invoice date. Interest will accrue on any past due balance owed at the rate of 1% per month.

E. Non-appropriation

Funding for this contract is being provided by the City. All funds for payments after June 30 of the current fiscal year are subject to appropriation by the City Council. If Council does not appropriate the required funds, the City will terminate this contract on June 30 of the then-current fiscal year.

F. No Endorsement

By selecting a proposal, the City has not endorsed the proposer or its products or services. Contractor will not make any reference to the City in any promotional materials without advance written permission from the City.

G. Safety

Contractor must follow all relevant safety requirements outlined in the National Electric Safety Code (NESC), the Occupational Safety and Health Administration (OSHA), and all other relevant professional and legal safety requirements.

H. Termination

The City may terminate this contract for any reason upon 30 days notice to Contractor. The City will promptly pay all amounts already earned by Contractor and reasonable expenses incurred in reliance upon the contract.

The parties can agree to terminate this contract at any time

I. Assignment of Interest

Contractor shall not assign or otherwise transfer any of its rights, obligations, or interests in this contract without the advance written permission of the City.

J. Choice of Law, Venue

This contract is governed by Virginia law. The Circuit Court of Fredericksburg, Virginia is the exclusive venue for any litigation regarding this contract.

K. Claims

Contractor must notify the City in writing of its intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. All claims must be submitted less than 60 days after the final contract payment.

L. Non-Discrimination

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor will post in conspicuous places, available to employees and applicants for employment, notices stating the terms of this section.

Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation are sufficient for the purposes of this section.

Contractor will include the terms of this section in every subcontract or purchase order over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

M. Immigration

Contractor does not, and will not during the performance of this contract, knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986.

N. Insurance

Contractor and any subcontractors shall maintain the following insurance coverage during the entire term of the contract. Contractor will provide copies of its Certificates of Insurance to the City.

- i. Workers' Compensation -- as required by law.
- ii. Employer's Liability -- \$100,000
- iii. Commercial General Liability -- \$1,000,000 per occurrence. The City must be named as an additional insured on this policy.

O. Ethics in Public Contracting

Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

P. Documents, Records, and Data

All materials provided to Contractor by the City remains the property of the City. All materials prepared by Contractor specifically in performance of this contract belong to the City.

Contractor will not provide any materials it has received from the City prepared under this contract to a third party without advance written permission from the City.

Contractor will retain all records related to this contract for 5 years after final payment or until audited by the City, whichever comes first. The City may inspect these records upon reasonable notice to Contractor.

Q. Confidentiality and Access

The goods and services Contractor is providing under this contract necessitates Contractor access to the City of Fredericksburg's computer network. Contractor shall comply with the following City of Fredericksburg IT policy, which is standard for anyone accessing the City's network:

Contractor shall execute [Attachment D, Nondisclosure and Confidentiality Agreement](#) and [Attachment E, Third Party Access Policy](#) with Contract before performing any work under the contract.

R. Recordkeeping

Contractor shall retain all records related to this contract for 5 years after final payment or until audited by the City, whichever comes first. The City may inspect these records upon reasonable notice to Contractor.

S. Indemnity

Contractor will save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with Contractor's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work under the contract. This indemnification survives the termination of the contract.

T. Default

The City is in default 1) if it fails to pay any amount due to Contractor; or 2) upon any other material failure to comply with the terms of the contract. Contractor is in default upon any material failure to comply with the terms of this contract.

A party alleging that the other party is in default must provide the allegedly defaulting party with written notice specifying the alleged default and allow 30 days for the default to be cured.

U. Remedies

If the City does not cure a default after receiving notice, Contractor may a) terminate this contract, and b) exercise all remedies available at law. If Contractor does not cure a default after receiving notice, the City may a) terminate the contract, and b) exercise all remedies available at law.

V. Dispute Resolution

Before taking legal action for any dispute under this contract, the parties shall attempt to resolve the dispute through informal negotiation. If this negotiation fails, the parties will discuss whether to bring the dispute to non-binding mediation. If the parties do not agree to do so, or mediation fails to resolve the dispute, the parties may exercise legal remedies to resolve the dispute.

W. Subcontractors and Assignments

Contractor shall not subcontract any portion of this contract without advance written permission from the City. The City is not obligated to grant this permission. If Contractor subcontracts under this contract:

Within seven days after receipt of payment by the City for work performed by a subcontractor, Contractor shall a) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the subcontractor's work, or b) notify the City and the subcontractor, in writing, of Contractor's intention to withhold payment with the reason for withholding the payment. Contractor will pay interest of 1% per month to subcontractors on all amounts owed to the subcontractors which has not been paid or withheld under the terms of this paragraph.

Contractor must require individual subcontractors to provide their social security numbers, and proprietorship, partnership, and corporate subcontractors to provide their federal employee identification numbers. Contractor will provide this information to the City upon request.

Contractor must require subcontractors to include the terms of this section in all contracts with other subcontractors.

X. Grant of License

The City is purchasing a good and clear, non-exclusive, license to use the software for use only by the City, its officers, and its employees, and the Commonwealth's Attorney and her officers and employees. Contractor warrants that its software does not infringe any third parties' intellectual property rights, and agrees to indemnify the City from any infringement claims.

Contractor will retain, subject to the license granted by this Contract, full ownership rights to the software. The City will take all reasonable precautions, including any reasonable precautions specified by Contractor in writing, to ensure that copies of the software are not released to a third party (except as necessary to maintain the software). The City acknowledges that the software is proprietary and a trade secret to Contractor or its suppliers.

The City may use the software on any hardware owned by the City, and in an emergency, on hardware owned by a third party until the Commonwealth's Attorney returns to normal operations. Upon request, Contractor will assist the City with transferring the software to hardware, at Contractor's current rate.

Contractor shall supply to the City at least one copy of all necessary systems and operations documentation, and at least one copy of all user manuals. The City may make unlimited copies of this material.

Contractor shall correct any program errors in software included in its proposal, at no cost to the City, for one year from the date of final system acceptance.

Y. Acceptance Testing of System

Contractor shall provide an adequate test database for acceptance testing purposes. Contractor shall give its written certification to the City when all hardware and software is installed and ready to use.

Upon Contractor's certification, the City, in cooperation with the Commonwealth's Attorney's Office, will test the hardware and software for compliance with the contract terms. Within 30 business days of certification, the City will give Contractor either a) written notice of system acceptance, or b) a written statement of defects that Contractor must correct before the City will accept the hardware and software. If the City does not do so within 30 business days, it accepts the hardware and software by default on the 31st business day after certification.

If the City gives Contractor a written statement of defects, Contractor shall promptly correct the defects and give the City written certification within 30 business days. The City will re-test the hardware and software in accordance with the procedure for initial testing.

Z. Warranty

Contractor shall correct any program error (bug) found in the software system for 1 year from the date of system acceptance without additional charge.

AA. System Support and Maintenance

Contractor shall provide system maintenance for the term of the contract. The City may terminate this maintenance at any time. Contractor shall notify the City of the release and cost of any superseding versions of software. If the software's developer or manufacturer no longer supports a required system component, Contractor shall make every commercially reasonable effort to recommend and support a substitute product.

Contractor will escalate the level of support according to this table if the City finds that support has not been satisfactory (e.g. for every three days a high severity problem has not been resolved, Contractor will escalate support one level up its chain-of-command):

Severity of problem reported:	Number of days without satisfactory resolution:
Mission Critical	1
High	3
Medium	14
Low	30

Mission Critical: an issue that makes any mission-critical aspect of the system unusable.

Contractor will contact City within 1 hour of City's problem report.

The problem should be corrected within 24 hours.

High: an issue that severely impairs the system and reduces user productivity, but an acceptable workaround is available. This could mean a major problem limited to a small number of users, or a problem affecting functionality not used daily.

Contractor will contact City within 4 hours of City's problem report.

The problem should be corrected within 3 days.

Medium: an issue that impairs the system, but has workarounds. Users are able to function near typical productivity.

Contractor will contact City within 72 hours of City's problem report.

The problem should be corrected within 14 days.

Low: an issue that it would be nice to resolve, but that does not have a significant impact on the system or user productivity. Includes minor fixes and process improvements.

Contractor will contact City within 10 days of City's problem report.

The problem should be corrected within 30 days.

BB. Conversion

Contractor is responsible for conversion to the new system, in accordance with mutually agreed-upon specifications. Contractor shall meet the highest industry-standard practice in its conversion tasks. The City shall provide data to be converted from the City's current systems. Contractor shall prepare for the City's review and approval, before starting conversion, all conversion tables and other information to be used in the conversion. The City shall review and comment in writing to Contractor on any required corrections to the tables and other information within 10 business days.

CC. Remote Disabling

Contractor will not use electronic self-help to prevent the Commonwealth's Attorney's and City's use of the hardware or software. Contractor warrants that the hardware and software will not contain any undisclosed restrictive code or automatic restraints that are not specifically and expressly authorized in this contract. Contract. Contractor shall not introduce any restraints at a future date without first obtaining approval from the City in writing. No limitation of liability or limitation of damages applies to this section.

DD. Drug-Free Workplace

Contractor will (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violating that prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

EE. Notification

Any notices pertaining to this contract must be sent by first-class mail:

To the City:

City of Fredericksburg
Information Technology Department
601 Caroline St, Suite 200
Fredericksburg, Virginia 22401

To the Contractor:

The address listed on Contractor's Proposal or Bid. Contractor may change its address for notices by notifying the City in writing of the change.

FF. Necessary Ancillary Software

Contractor shall provide the City with all software, including language compilers, middleware, database interfaces, and system management tools, required to make the proposed software product a complete functioning system.

GG. Severability

If a court declares any part of this contract to be invalid, void, or unenforceable, the rest of the contract remains in effect.

HH. Strict Performance

The failure of a party to insist upon the other party's strict performance of the terms of the contract is not a waiver of the right to insist upon strict performance of those terms at a later time.

Attachment B: Cost Worksheet

	Category	One Time	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Recurring Annually
IN-HOUSE HOSTED SOLUTION								
1	Per License Cost: Is this a Concurrent License? _____ (Yes/No)							
2	Cost for Site/Enterprise User License:							
3	Implementation & Set Up Cost							
4	Ongoing cost for service/maintenance							
ADDITIONAL COSTS								
5	Training Costs							
5a	Onsite Training at City of Fredericksburg Offices							
5b	Web Based Training							
6	Conversion of Existing System Data							
	Other							
	Other							
	Other							
	Total Contract Cost:							

Attachment C: System Requirements

NUMBER	DESIRABILITY	REQUIREMENT	RESPONSE	COMMENTS	EXTRA COST
<u>System</u>					
1	A	Be able to handle all aspects of a criminal case.			
2	A	Provide two means of accessing data—a quick access method for accessing basic information, and a means to access all data.			
3	A	Be able to handle both a) cases involving a single criminal charge, and b) cases involving multiple charges.			
4	A	Be able to attach any type of file to a case, including images, audio files, video files, PDFs, and Microsoft Office files (Word, Excel, PowerPoint). Be able to attach these documents to a specific person (e.g. witnesses).			
5	A	A search engine that allows users to search for any aspect of a case.			
6	A	Be able to track multiple witnesses associated with a case and allow users to generate subpoenas for those witnesses, both individually and in batches.			
7	A	Be able to re-use witness and event information in multiple cases. This includes defendants, witnesses, attorneys, prosecutors, judges, victims, and paralegals.			
<u>Persons: Defendant</u>					

8	A	Allow users to check defendant social security numbers, date of birth, and license numbers against existing data, to prevent duplicate entries.			
9	A	Store an unlimited number of defendant aliases, including first/middle/last names, social security numbers, and dates of birth.			
10	A	Searches for defendant names during case entry and case lookup must be able to also search for aliases.			
11	A	Store an unlimited number of addresses (past and present) for defendants.			
12	A	Provide quick and easy access to a defendant's local criminal history information (stored in the system).			
<u>Persons: Attorneys</u>					
13	A	Be able to store information on attorneys, including prosecutors and defense attorneys. This information includes bar number, address, phone numbers, and email addresses.			
14	A	Allow assignment of cases to specific prosecutors, and manage cases effectively from a prosecutor's perspective.			
<u>Persons: Victims and Witnesses</u>					
15	B	Allow users to check victim and witness social security numbers, date of birth, and license numbers against existing data, to prevent duplicate entries.			
16	A	An integrated method to track contacts (meetings, phone calls, emails, etc.)			
17	A	Be able to document services provided to victims in victim witness cases.			
<u>Persons: Police and Investigators</u>					

18	B	Use tables to store information on law enforcement personnel. The law enforcement personnel will be associated with a case. This information includes name, badge number, agency, street address and mailing address.			
19	B	Be able to add law enforcement agencies and personnel to specific cases easily. The system should have a list of agencies and personnel from which to choose and an option to add new agencies and personnel, but not free-form entry.			
<u>Events and Calendars</u>					
20	A	A docketing and calendaring module that is fully integrated with cases.			
21	A	Work seamlessly with Microsoft Outlook to generate emails and appointments related to specific events.			
22	A	Be able to create certain events automatically upon the creation of other specific events (based on user-created rules).			
23	A	Be able to show the calendars of specific individuals (prosecutors, defense lawyers, judges, paralegals, investigators).			
24	A	Be able to show the calendars for specific cases.			
25	A	Allow users to view calendars as lists, and by day, week, and month.			
26	A	Be able to filter data by individuals, case types, case statuses, date ranges, and other data points.			
27	A	Allow users to store their preferred calendar views/filters, and to easily switch between different views and filters.			
28	B	Allow events to be exported to Microsoft Office and PDF formats.			

29	A	Allow users to print lists of events.			
<u>Document Generation and Management</u>					
30	A	Have robust document generation and management capabilities, that are fully integrated with each other.			
31	A	Be able to include standard Microsoft Office mail merge formatting. Users will be creating documents/form templates in Microsoft Office.			
32	A	Log when documents are generated, but not saved in the document management system.			
33	A	Be able to associate documents with particular cases.			
34	A	Document generation and management must be integrated with the case management system.			
35	A	Store these details for each document: type, title, description, storage location.			
36	A	Be able to categorize documents by type of document.			
37	A	Allow for easy collection and distribution of documents for the discovery phase of litigation. Specifically, this should include the ability to select one or more files for a discovery packet, and the ability to email packets or copy them to CD/DVD/USB drives/other portable storage devices.			
38	B	Ability to log for each discovery packet: which files were included, how the files were created, to whom the files were sent, and when the packet was created.			
39	B	For emailed discovery packets: should automatically split packets to avoid email attachment limits.			
40	C	Ability to search for keywords in all documents related to a specific case, and in all documents in the entire system.			
41	A	Ability to scan and search documents using optical character recognition.			

42	B	Redact function that allows for both manual redactions, and automatic redaction of all instances of particular words and phrases.			
43	C	Ability to split a large document into several smaller documents.			
44	C	Must be compatible with TWAIN- and ISIS-compatible scanners.			
45	C	Allow generation of non-discovery emails containing files from cases. The system must log these emails, indicating the emails were not for discovery, and logging the files sent, recipient, and date and time sent.			
<u>Functions for Specific Users</u>					
The Commonwealth's Attorney will be the manager of other attorneys in the office, and the system must have these specific functions for his or her use (in addition to the functions available to every other system user):					
46	A	Provide these managers with a robust tool for managing the caseloads assigned to their attorneys and staff.			
47	A	Allow these managers to see the specifics of each case.			
48	A	Allow these managers to monitor the progress of each attorney and staff member for which they are responsible.			
49	A	Be able to provide the managers with statistical reports based on: closed cases, case dispositions, case types, charges, and the attorneys and staff assigned.			
The Prosecuting Attorneys that will be using the system will need specific functions beyond the basic data entry and document generation functions, including:					
50	A	Quick and easy access to data, and robust search capabilities.			

51	A	A screen displaying all of their open cases. Typically, they will use this when signing onto the system at the beginning of the day.			
52	A	Easy access to their calendars.			
53	A	The ability to view their trial calendars.			
54	A	The ability to filter data by individuals, case types, case statuses, date ranges, and other data points.			
55	A	The ability to track all cases assigned to them, and to view their progress (e.g. weekly, monthly).			
56	A	The ability to see when a case is closed and the end result.			
57	A	The ability to generate plea agreements and other standard documents.			
<u>Reporting</u>					
58	A	Be able to generate ad-hoc reports.			
59	A	Reports must be easy to create, modify, save, upload, and distribute.			
60	C	Support ODBC clients (e.g. Crystal Reports) so users can create their own detailed reports.			
61	A	Reporting engine must manage the storage and retrieval of all reports.			
<u>General</u>					
62	A	Provide all corrections and system updates as part of maintenance agreement, new major enhancements will be identified at additional charge.			
63	A	Describe your existing performance tests			
64	A	Provide remote screen capabilities as part of support agreement			

65	C	Provide a user group forum for discussion/enhancement requests. List timeframe and location for any meetings and listserve, if available.			
66	B	Software updates and bug reporting available via the internet.			
67	A	Explain how upgrades and new releases are implemented and how customizations may be affected.			
68	A	If the solution is web-based, the site must be compatible with major web browser platforms. Please list compatible web browsers in the Comments field.			
<u>Security</u>					
69	A	Please describe the intended method in which confidential or sensitive data-in-motion is encrypted within the environment. Please include any details on the end to end process including encryption algorithms and methods. If data is accessed from external source (over the internet), please describe encryption methods for this also.			
70	A	Provide table driven security capabilities at several levels of security such as year, location, transaction, user identification			
71	A	Security allowing remote access by authorized individual but preventing hacking by unauthorized individuals			
72	A	An audit trail to track and document all changes, who made each change, and the time of each change			
73	A	Tracking and reporting tools are available to identify attempts at unauthorized access			
74	A	System supports user defined security system that can be implemented at several levels down to the data element level			

<u>Database</u>					
75	A	Compatible with commercial relational databases.			
76	A	Supports standard query language (SQL)			
77	A	Support user definable table driven format with all tables maintainable by the City.			
78	A	Is a relational database			

Attachment D: Nondisclosure and Confidentiality Agreement

This nondisclosure and confidentiality agreement, dated _____, 2014, is between the City of Fredericksburg, a Virginia municipal corporation, and _____, (the "Business Associate").

RECITALS

- A. The Business Associate has been retained by the City to perform certain services on its behalf, specifically, _____.
- B. In connection with the Business Associate's provision of services it will have access to sensitive, confidential, important, and/or proprietary Confidential Information and Protected Health Information (as defined below).
- C. No portion of Business Associate's provision of services requires the capture, acquisition, use, or dissemination of any of the City's information.
- D. City wishes to provide for the confidentiality of the City's information.
- E. Business Associate agrees to these terms as a condition to receiving the contract to perform services for the City.

AGREEMENT

THEREFORE, in consideration of the foregoing, and in consideration of the award of the contract to perform the services referenced above, the Business Associate agrees as follows.

- 1. **Definitions.** For purposes of this Agreement,
 - a. "Confidential Information" will include:
 - i. Full Social Security Number (last 4 digits only are acceptable)
 - ii. Driver's License Number
 - iii. Financial account number or credit/debit card number
 - iv. Criminal history information
 - v. State ID card number
 - vi. Passport number
 - vii. Personally identifiable medical information
 - viii. Secret tax information as described in VA Code 58.1-3
 - b. "Business Associate" will include the Business Associate and all successors and assigns, affiliates, subsidiaries (as applicable), and related companies of the Business Associate.
 - c. "Representative" will include the Business Associate's managing members (as applicable), trustees, general partners (as applicable) and financial and legal advisors.

The term includes the officers, employees, agents, and contractors of the Business Associate and all persons who have access to Confidential Information by or through the Business Associate.

- d. "Protected Health Information" will have the same meaning as the term "protected health information" in 45C.F.R. §164.501, limited to the information created or received by the Business Associate from or on behalf of the City.
2. **Confidentiality.** At all times, both during and after the termination of its relationship with the City for any reason, the Business Associate and its Representatives will not obtain, retrieve, intercept, acquire, copy, download, use, disclose, or give others any of the Confidential Information in any manner whatsoever, and will hold and maintain the Confidential Information in strictest confidence. The Business Associate will ensure that all proper safeguards are in place to prevent the use or disclosure of the Confidential Information.
3. **Indemnity.** The Business Associate hereby agrees to indemnify the City against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by the City as a result of a breach of this Agreement by the Business Associate or its Representatives.
4. **Protection.** The Business Associate will be responsible for any breach of this Agreement by any of his/her/its Representatives and will, at his/her/its sole expense, take all necessary measures (including but not limited to court proceedings) to restrain his/her/its Representatives from prohibited disclosure or use of the Confidential Information.
5. **Irreparable Harm.** The Business Associate understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of the Agreement may cause the City irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the City will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the City will deem appropriate. Such right of the City is to be in addition to the remedies otherwise available to the City at law or in equity. The Business Associate expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by the City.
6. **Survival.** This agreement will continue in full force and effect even after the termination of the Business Associate and the City for any reason.
7. **Successors and Assigns.** This agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the Business Associate hereunder are not assignable.
8. **No Waiver of Rights, Powers and Remedies.** No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the

party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

9. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
10. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action will be entitled to reimbursement for reasonable attorney's fees and costs.
11. **Counterparts.** This Agreement may be signed in counterparts, which together will constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date first listed above in the preamble to this Agreement.

Business Associate:

Signature

By: _____

Date: _____

Title: _____

Attachment E: Third Party Access Policy

Purpose

The purpose of the City of Fredericksburg Third Party Access Policy is to establish the rules for Third Party access to City of Fredericksburg (herein after “City”) information systems, Third Party responsibilities, and protection of City information.

Scope

This Third Party Access Policy outlines responsibilities and expectations of any individual from an outside source (contracted or otherwise) who requires access to City information systems for the purpose of performing work. This policy also outlines the responsibilities and expectations of City personnel responsible for the contracting and/or supervising of the Third Party. A third party could consist of, but is not limited to: software vendors, contractors, consultants, business partners, and security companies.

Policy

Server Rooms

The Third Party agrees to follow the City **Server Room Access Policy**.

Third Party Policy Guidelines

1. The Third Party agrees to / that:

- All work shall be scheduled with and pre-approved by the City’s Information Technology Department (herein after “ IT”). Also, all configuration information of any installed software as well as virus checking of that software shall be made available to IT.
- The Third Party shall have access only to City information that has been pre-approved by IT.
- Meet the following minimum security requirements (i.e. method for remote access).
 - o Any remote support connection must be encrypted with a minimum of AES128 bit encryption.
 - o Any remote support connection must have an inactivity timeout with a maximum of 15 minutes.
 - o Any remote support connection must be configured to allow the City of Fredericksburg to monitor the remote session.
 - o Remote support access shall follow the minimum amount of rights to complete their responsibilities.
 - o Remote support access must be configured in a way that the City can disconnect at any time.
 - o Remote support access from a Third Party must have an up to date and operational virus /malware scanner.
 - o Remote support access from a Third Party must also be secured by either a software based firewall installed on the computer or a hardware based solution. It must be up to date and operational.
 - o Any special considerations must be approved by IT.
- City information shall be guarded by the Third Party. Signing of a **Non-Disclosure Agreement** is required.
 - o This includes the disclosure of confidential information to anyone, including City staff (ex. Passwords).

- The Third Party agrees to use City information only for the purpose of performing work for the City. Any City information acquired by the Third Party shall not be used for the Third Party's own purposes or divulged to others.
 - Without the City's written permission, no one may extract, use or reuse all or any part of the database, judged quantitatively or qualitatively, in a manner that conflicts with the normal exploitation of the database in actual or potential markets. This prohibition applies whether the database is misappropriated all at once or through repeated or systematic, small takings, and whether the defendant takes the database personally or does so through agents or contractors.
 - Specific prohibited acts include using all or any part of the contents of the protected database (1) in a directly competitive product or service; (2) in a product or service that directly or indirectly competes in any market which the database owner has a demonstrable interest or expectation of entering; (3) in a product or service marketed to those who would otherwise be expected to be customers for the original database; or (4) by or for multiple users within an organization who may "piggyback" additional uses or additional users not in concert with the original authorization by the owner.
2. The Third Party must comply with all applicable City standards, agreements, practices and policies, including, but not limited to:
- Acceptable use policies.
 - Software licensing policies.
 - Safety policies.
 - Auditing policies.
 - Security policies.
 - Non-disclosure policies.
 - Privacy policies.
- (Copy of policies available upon request)
3. The City shall provide an Information Technology point of contact for the Third Party whether it is one person from the IT department or an interdepartmental team. This point of contact shall liaise with the Third Party to ensure they are in compliance with these policies.
4. The Third Party shall provide the City with a list of all additional Third Parties working on the contract. The list must be updated and provided to the City within 48 hours of any staff changes.
5. Third Party access to systems must be uniquely identifiable and authenticated, and password management must comply with the City's **Password Policy**. Managing connectivity with partner networks can be handled different ways depending on what technologies are in place (i.e. encryption, intrusion detection, DMZ architecture).
6. Any Third Party computer/laptop/tablet PC, or other device, that is connected to the City's systems must have up-to-date virus protection and patches. The Third Party shall be held accountable for any damage to the City's network and/or data should it be determined that the incident was directly related to that Third Party's access.

7. If applicable, each Third Party on-site employee must acquire a City ID badge that must be displayed at all times while on the premises. The badge must be returned to the City upon termination or completion of a contract.
8. Upon request, each Third Party shall ensure and provide documentation that their employees that have access to City confidential information have been cleared to handle that information.
9. Upon request, an explanation of how City information shall be handled and protected at the Third Party's facility/site must be provided.
10. Third Party employees must report all security incidences to City IT personnel.
11. The Third Party must follow all applicable change control procedures and processes.
12. All software used by the Third Party in providing service to the City must be properly inventoried and licensed.
13. All Third Party employees are required to comply with all applicable auditing regulations and City auditing requirements, including the auditing of the Third Party's work.
14. Regular work hours and duties shall be defined in the contract. Work outside of defined parameters must be pre-approved in writing by IT.
15. All Third Party maintenance equipment on the City's network that connects to the outside world via any communication path shall remain disabled except when in use for authorized maintenance.
16. The Third Party's major accomplishments must be documented and available to City management within 48 hours. Documentation should include, but is not limited to events such as:
 - Personnel changes.
 - Password changes.
 - Project milestones.
 - Deliverables.
 - Arrival and departure times.
17. Upon departure of the Third Party from the contract for any reason, the Third Party shall ensure that all confidential information is collected and returned to the City or destroyed within 48 hours. The Third Party shall also provide written certification of that destruction within 48 hours. All equipment and supplies must also be returned, as well as any access cards and identification badges. All equipment and supplies retained by the Third Party must be documented and authorized by the City IT Department.
18. The City may perform an impact analysis of other business-critical functions, once work has begun by the Third Party.
19. The City may monitor system and network log files.

20. The City shall eliminate Third Party physical access to facilities after the contract has been completed or terminated. The following steps must be performed:

- Remove Third Party authentication and all means of access to systems.
- If needed, ensure that incoming e-mail is re-routed to an appropriate person.
- Archive any Third Party software configuration, and transfer ownership to designated internal staff.
- Obtain a written statement from the Third Party that any software created and/or installed by the Third Party is free of viruses and any other malicious code.

21. The Third Party agrees that:

- Electronic self-help shall not be used to prevent the City's use of Systems and that the City shall only be deprived of the use of Systems by order of a court of competent jurisdiction.
- The Application Software shall not contain any undisclosed restrictive code or automatic restraints that are not specifically and expressly authorized in this Agreement.
- They shall not introduce any restraints at a future date via remote access, software update or any other means without first obtaining approval from the City in writing.
- No limitation of liability or consequential damages shall apply to a breach of the aforementioned provisions.

Non-Compliance

Violations of this policy shall be treated like other allegations of wrongdoing at the City of Fredericksburg. Allegations of misconduct shall be adjudicated according to established procedures. Sanctions for inappropriate use on the City of Fredericksburg's systems and services may include, but are not limited to, one or more of the following:

1. Temporary or permanent revocation of system access;
2. Determination of breach of contract;
3. Termination of contract; and/or
4. Legal action according to applicable laws and contractual agreements, including action to recover monetary damages for breach of contract.

Third Party User Agreement

I have read and understand the Third Party Access Policy. I understand if I violate the rules explained herein, I may face legal action according to applicable law.

Name: _____

Signature: _____

Date: _____

Attachment F: System Acceptance Certificate

I, Suzanne R. Tills, hereby acknowledge receipt in good condition of a Criminal Case Management System under City of Fredericksburg RFP# IT002. I hereby certify that this system is currently functional and meets the requirements of the RFP. This certification does not relieve Contractor of any of the warranty, maintenance or support obligations contained in the contract.

City of Fredericksburg, Virginia

By:

Suzanne Tills, Chief Information Officer, City of Fredericksburg

Date:
